

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NORTH DAKOTA**

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In re:

**Jointly Administered**

EPIC Companies Midwest, LLC,  
EPIC Companies Midwest 2023, LLC,  
EPIC Employee, LLC,  
EOLA Capital, LLC, and  
EC West Fargo, LLC,

Bankruptcy No. 24-30281  
Bankruptcy No. 24-30282  
Bankruptcy No. 24-30283  
Bankruptcy No. 24-30284  
Bankruptcy No. 24-30285

Debtors.

Chapter 11

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EPIC Companies Midwest, LLC,

Plaintiff,

v.

Adversary No. 24-07036

36th and Veterans, LLC,

Defendant.

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**DEBTORS' NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT**

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1. EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, EPIC Employee, LLC, EOLA Capital, LLC, and EC West Fargo, LLC (collectively, the “Debtors”) hereby move the Court for an order pursuant to Fed. R. Bankr. P. 9019(a) approving a settlement between EPIC Companies Midwest, LLC (“EPIC Midwest”) and 36th and Veterans, LLC (“36th and Veterans”).

2. This Motion arises under 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 2002(a)(3) and 9019(a). This Motion is filed under Fed. R. Bankr. P. 9013, Local Rule 9013-1, and the Court’s Order Establishing Settlement Procedures (ECF No. 123). Notice of this Motion is provided

pursuant to the Court's Order Limiting Notice Pursuant to Fed. R. Bankr. P. 2002(i) (ECF No. 124).

3. Between March 1, 2022 and July 1, 2022, 36th and Veterans executed four promissory notes in favor of EPIC Midwest with principal amounts totaling \$690,000 (the "Notes"). Interest accrues on the Notes at a rate of 6.5% per annum. The maturity dates range from March 1, 2025 to July 1, 2025.

4. Pursuant to the terms of the Notes, 36th and Veterans agreed to make monthly payments to EPIC Midwest in the form of interest. On or around June 30, 2024, 36th and Veterans ceased making monthly payments to EPIC Midwest.

5. Accordingly, on November 13, 2024, EPIC Midwest filed an adversary complaint against 36th and Veterans (Adversary No. 24-07036) asserting claims for: (a) breach of contract; (b) unjust enrichment; (c) account stated; (d) promissory estoppel; and (e) fraudulent transfer under N.D. Cent. Code § 13-02.1-04(1)(b) and N.D. Cent. Code § 13-02.1-05(1).

6. As of November 13, 2024, EPIC Midwest asserts that 36th and Veterans owed a total of \$740,922.06 to EPIC Midwest under the Notes.

7. EPIC Midwest and 36th and Veterans engaged in informal settlement discussions.

8. 36th and Veterans has offered to make a one-time payment of \$241,500 to EPIC Midwest by December 31, 2025. If the one-time payment is not made by December 31, 2025, EPIC Midwest is authorized to file a confession of judgment for the full amount owed by 36th and Veterans to EPIC Midwest less any payments made.

9. Pending the one-time payment, 36th and Veterans has further offered to resume making monthly payments to EPIC Midwest in the amount of \$3,087.27 beginning on August 1, 2025. The August 1, 2025 payment will total \$6,174.54 and account for both July 2025 and August

2025. 36th and Veterans will continue making the monthly payments to EPIC Midwest through and including December 1, 2025, unless the one-time payment is made sooner than December 31, 2025. Similar to above, if 36th and Veterans fails to make any required monthly payment to EPIC Midwest or to cure, EPIC Midwest is authorized to file a confession of judgment for the full amount owed by 36th and Veterans to EPIC Midwest less any payments made.

10. Conditioned upon 36th and Veterans's full compliance with the above terms, EPIC Midwest has agreed to waive additional principal, interest, late fees or collection costs under the Notes. Moreover, upon making the one-time payment to EPIC Midwest, all obligations of 36th and Veterans under the Notes will be deemed fully satisfied and 36th and Veterans will be released from liability.

11. To avoid the costs and uncertainties of litigation, EPIC Midwest has agreed to these terms pending Court approval of the settlement.

12. The Debtors believe that the costs of litigation will reduce the funds available to pay the claims of the estates if the dispute is not settled. Moreover, 36th and Veterans is offering to pay EPIC Midwest nearly 35% of the original, total principal amounts under the Notes. 36th and Veterans has also expressed an inability to pay the full amount owed to EPIC Midwest. Based on these circumstances, the Debtors believe the settlement is in the best interest of creditors.

13. The Debtors request that the Court approve the settlement described herein pursuant to Fed. R. Bankr. P. 9019(a).

**14. Any objection to the Motion must be filed with the Clerk of the United States Bankruptcy Court, whose address is Quentin N. Burdick Courthouse, 655 First Avenue North, Suite 210, Fargo, North Dakota 58102, and served upon the attorney whose name and address is listed below, by August 26, 2025, which is twenty-one (21) days from the date of**

the filing of this Motion. Any objections not filed and served may be deemed waived and the Court may enter an order approving this settlement without further notice or hearing.

Dated: August 5, 2025

*/s/ Steven R. Kinsella*

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**ATTORNEYS FOR DEBTORS**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NORTH DAKOTA**

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**ORDER**

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On August 5, 2025, Debtors EPIC Companies Midwest, LLC, EPIC Companies Midwest 2023, LLC, EPIC Employee, LLC, EOLA Capital, LLC, and EC West Fargo, LLC filed a Motion to Approve Settlement summarizing the settlement agreement between EPIC Companies Midwest, LLC and 36th and Veterans, LLC. The Court received no objections.

Based on the information provided by the Debtors and the documents filed in this case, the Court finds that the proposed settlement is fair and equitable, reflects a balance of the risks of litigation with potential recovery, and appears to be in the best interest of the bankruptcy estate. Therefore, **IT IS ORDERED** that the Motion to Approve Settlement [Adversary No. 24-07036,

Doc. \_\_; Bankruptcy No. 24-30281, Doc. \_\_] is **GRANTED**. The settlement agreement summarized in the motion is **APPROVED**.

Dated this \_\_\_\_ day of August, 2025.

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Shon Hastings, Judge  
United States Bankruptcy Court